

Pete K. Rahn, Director



2007 Missouri Quality Award Winner

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Modified:

REQUEST FOR PROPOSALS

RELOCATION SERVICES

RFP 6-080925

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EXHIBIT (A) FIRM'S PRIOR EXPERIENCE

EXHIBIT (B) PROFESSIONAL AND ADMINSTRATIVE STAFF BACKGROUND AND EXPERIENCE

EXHIBIT (C) RELOCATION PROGRAM DATA

EXHIBIT (D) MoDOT RELOCATION ASSISTANCE POLICY

EXHIBIT (E) SUGGESTED DEFINITIONS AND PROPOSED PROCESSES

EXHIBIT (F) SAMPLE CONSULTANT AGREEMENT

LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). One (1) original and four (4) copies of each proposal must be mailed in a sealed envelope to Ms. Leann Kottwitz, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri 65019. Proposals must be returned to the offices of General Services Procurement, no later than 10:00 a.m., September 25, 2008.

MHTC reserves the right to reject any and all bids for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

PROPOSAL

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

(Name and Title)

Date

**SECTION (1):
GENERAL DESCRIPTION AND BACKGROUND**

(A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide Relocation Services to MHTC and the Missouri Department of Transportation (MoDOT). Proposals are being solicited from Relocation Services companies who have experience in the relocation of employees similar to an organization such as MoDOT. The General Services Procurement Unit will coordinate the review of the proposals and select a Firm to award a contract to work with the department. Details of the scope of work, proposal format and Firm selection process are contained in this announcement.

(B) **Background:** MoDOT operates under a decentralized organization with the Central Office in Jefferson City. The Central Office provides staff assistance and functional control for the various departmental tasks in 10 geographical districts. Each district contains about 10 percent of the total road mileage in the state highway system.

MoDOT has responsibilities for five major transportation alternatives available to Missourians -- highways, aviation, waterways, transit, and railroads. These responsibilities include the total operation of the 32,000 mile highway system, including highway location, design, construction, and maintenance.

MoDOT employs approximately 6300 full-time employees. About 80% of those employees work in the 10 districts with the remainder working in the various functional units of the Central Office.

MoDOT's current relocation policy (See Exhibit D) reimburses employees for miscellaneous expenses; mortgage interest differential; bridge loan interest; dual housing; realtor fees; real estate loan fees; closing costs; household goods moving and storage; and reimbursement for temporary quarters while relocating. For information regarding the number of transfers and a two-year history of MoDOT's relocation costs, refer to Exhibit C and for suggested definitions and proposed processes of relocation terms refer to Exhibit E.

(C) **Fiscal Year:** The fiscal year runs from July 1-June 30.

(D) **Contract Period:** From notice to proceed through three years from that date with MHTC having the option for two one (1) year extensions.

**SECTION (2):
SCOPE OF WORK**

(A) Services: The Offeror shall provide the following professional services:

1. An appropriate program designed to efficiently relocate employees for the MoDOT including the specific requirements outlined herein;
2. Recommendations for reducing the costs of relocating employees;
3. A Buyer Value Option (BVO) home sale process;
4. Moving services for household goods and;
5. Description of your Firm's process in written narrative that details the process for measuring and evaluating client and MoDOT administrative customer satisfaction for the provided services.

(B) Specific Requirements: The Offeror will provide to the General Services Procurement Unit one (1) original and four (4) copies of a program proposal which will include the following:

1. Buyer Value Option Services:
 - a. Describe your process for the sale of a home using the BVO home sale process. Including a description of potential risks or tax issues involving the BVO home sale process and the steps that your Firm takes to manage those risks.
 - b. Define those expenses related to this process that will be billed to MoDOT that are not included in your fee for this service. Example: realtor fees, closing costs, and carrying costs.
 - c. Does your firm require the client to pay a deposit up-front to cover expenses? If so, how much?
 - d. Provide historical data as to the percentage of homes that went into inventory using this method of closing.
2. Management of Household Goods – Transportation and Storage:
 - a. Describe your process for managing the transport of household goods and storage. Also detail any potential for savings to MoDOT.
 - b. Does your firm select the moving company that will handle the move? If so, does your firm regularly use the same moving company

or does your selection of moving companies vary? Please list the moving companies used by your organization in Missouri.

3. Home Marketing Assistance:

- a. Describe your process for assisting the transferred employee to successfully market his/her home. Also detail any potential for savings to MoDOT.
- b. Does your firm select the realtor or is the employee allowed to select the realtor? What incentives are in place to encourage the realtor to make a quick sale?
- c. Define any expenses pertaining to home marketing assistance that will be billed to MoDOT that are not in your fee for this service.
- d. Provide historical sales data pertaining to those homes in which you provided home marketing assistance. Example: Days on the market, asking price/selling price, etc.

(C) **Optional Services:** In addition to the Specific Requirements, the Firm may also submit a proposed fee in Section (5), Price Page for any other relocation services that it offers. MoDOT is not obligated to utilize any of the optional services offered. The optional services do not restrict MoDOT from using other vendors for such services.

(D) **Administration of Program:** The Offeror will consult MHTC's representative regarding the administration of the services provided pursuant to this RFP, without additional fees. The areas of consultation may include:

1. Review and outline your administration and accounting procedures;
2. Assist with presentations (when needed) to the Human Resources Director or her/his designee on contract issues;
3. Attend conferences or MHTC meetings at the request of MHTC; and
4. On-site training to ensure organizational implementation of services and products that is required to meet MoDOT organizational needs.

(E) **Potential Additional Consultant Work, As Requested:** MHTC reserves the right, and it shall be a term and condition of the final Agreement, that MHTC's representative may request the Firm to continue to perform and provide services to employees who may be receiving services from the Firm at the time of the expiration of the contract period for an additional six (6) months after expiration of the contract term. The Firm will continue providing such services at the same service fee rate as agreed to during the contract period and shall not charge any additional fees for the additional six (6) month continuation.

**SECTION (3):
AGREEMENT REQUIREMENTS**

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award contract. These same contract provisions will appear in the post-award contract agreement similar to Exhibit F. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) **MHTC's Representative:** MoDOT's Human Resources Director is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Human Resources Director. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the Human Resources Director throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the Standard Solicitation Provisions and the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.

(F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.

(G) **DBE Participation Encouraged:**

1. Bidders are encouraged to submit copies of existing affirmative action programs, if any. Bidders are also encouraged to directly hire minorities and women as direct employees of the bidder. MHTC reserves the right to consider the use of minority and female employees when making the award of the Agreement.
2. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, subofferors, or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.

(H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(J) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

- (K) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror or assignee, whether voluntarily, or upon the appointment of a receiver, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.
- (L) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (M) **Cancellation:** MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (N) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (O) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (P) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (Q) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (R) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any

such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.

- (S) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.

1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

- (T) **Indemnification:** Except to the extent of any willful misconduct or negligence on the part of the MHTC or any persons receiving services hereunder, the Offeror shall be responsible for injury or damages to the extent arising from the negligence or willful misconduct of Offeror while providing services under the terms and conditions of this Agreement. In addition to the liability imposed upon the Offeror on, account of personal injury, bodily injury, including death or property damage, suffered as a result of the Offeror's negligent performance or willful misconduct under this Agreement, the Offeror assumes the obligation to save the MHTC harmless, including its agents, employees and assigns, and to indemnify the MHTC, including its agents, employees and assigns, from every expense, liability or payment to the extent the expenses liability or payment arise out of such wrongful or negligent act, including legal fees and except to the extent caused by the willful misconduct or negligence of the MHTC or any person receiving services hereunder. The Offeror also agrees to hold harmless the MHTC, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Offeror for any purpose under this Agreement, and to indemnify the MHTC, including its agents, employees and assigns, from every expense, liability or payment to the extent it arises out of such wrongful or negligent act or omission.

(U) **Insurance:**

- (1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:

a. General Liability

Not less than \$400,000 for any one person in a single accident or occurrence, and not less than \$2,500,000 for all claims arising out of a single occurrence;

b. Automobile Liability

Not less than \$400,000 for any one person in a single accident or occurrence, and not less than \$2,500,000 for all claims arising out of a single occurrence;

c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

(V) **Extension:** The contract shall not bind, not purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for two (2) one-year periods, or a portion thereof. In the event that MHTC exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the contractor shall agree that the prices stated in the original contract shall not be increased in excess of the maximum percentage of increases, if any, stated on the pricing page of the contract. Any percentages of increase shall be computed against the original contract price for each extension period. If the pricing page does not include such percentages or if applicable spaces are left blank, or not completed, prices during extension periods shall be the same as during the original contract period. The MHTC does not automatically exercise its options based upon the maximum percentage of increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the contractor's extension percentages, if any.

(W) **Invoices:** All invoices must be submitted on a monthly basis by the Firm to MHTC's representative. The invoices must be properly itemized. Those charges pertaining to consulting services should provide detail as to the person performing the task, number of hours worked, time period, and the specified task. All expenses relating to the transfer of a MoDOT employee must identify the employee for which the expense applies. Those relocation expenses that are paid by the Firm and reimbursed by MoDOT should be properly identified and accounted for on the invoice. Adequate supporting documentation in the form of invoices, settlement statements, etc. must be included in order to be reimbursed.

(X) **Payment:** Each payment due the Firm shall be made by MHTC in accordance with the provisions of Section 34.057, RSMo, for those services which have been furnished under the contract. Payment shall be made monthly after MHTC's representative receives a properly itemized invoice for the contract work performed and the expenses incurred in the prior month.

**SECTION (4):
PROPOSAL SUBMISSION INFORMATION**

(A) SUBMISSION OF PROPOSALS:

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Ms. Leann Kottwitz as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., should be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in this RFP for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Ms. Leann Kottwitz, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 751-3685 or email at leann.kottwitz@modot.mo.gov. All written questions must be addressed to Leann Kottwitz no later than **10:00 a.m., CDT, September 5, 2008**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: http://www.modot.mo.gov/business/contractor_resources/gs_bidding/COcommodities.htm in the form of a written addendum. **It is anticipated this addendum will be issued on September 11, 2008. It is the sole responsibility of the Offeror to check for any an all addendums throughout the RFP process.**
5. **RFP Schedule Of Events:** The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:30 am and 4:00 pm, Central Daylight Time.

MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a proposal.

Event	Date	Time
MoDOT Issues RFP	August 28, 2008	2:00 pm (CDT)
Deadline for Written Comments	September 9, 2008	10:00 am
Deadline for MoDOT Issuing Responses to Written Comments	September 11, 2008	4:00 pm
Deadline for Submitting a Proposal	September 25, 2008	10:00 am
Recommendation of Award	October 17, 2008	2:00 pm
Contract Effective Date	November 01, 2008	8:00 am

6. **Oral Presentations:** An oral presentation by an Offeror to clarify a proposal may be required at the sole discretion of MoDOT. The contract may be awarded without any discussion with the Offeror. Oral presentations will be made at the Offeror's expense.

(B) REQUIRED ELEMENTS OF PROPOSAL:

1. **Experience.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies, which your institution has served or currently serves.
2. **Personnel.** Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subcontractor to Offeror, if any, and complete contact information for that subcontractor.
3. **References.** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years. Refer to Exhibit A.

(C) EVALUATION CRITERIA AND PROCESS

Evaluation Factors: Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:

A.	Experience, Expertise and Reliability;	35 pts. Maximum
B.	Proposed Method of Performance	35 pts. Maximum
C.	Pricing	30 pts. Maximum

1. **Experience, Expertise and Reliability:** Experience, expertise and reliability of the Offeror's organization is considered in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, *i.e. past customer service evaluations*.
 - A. The qualifications (expertise) of the personnel proposed by the Offeror to perform the requirements of the RFP will be considered in the evaluation. Therefore, the Offeror should submit detailed information related to the expertise and qualification of the staff proposed. Please refer to Exhibit B.
 - B. The Offeror should provide whether or not your company is owned by a parent company. Additionally, provide the most recent annual report of your company and/or parent company.

- C. The Offeror should describe the nature of any existing strategic partnerships or alliances with other companies involved in relocation management services.
- D. The Offeror should provide two “former” client references, which you had provided relocation services during past two years, but are no longer providing such services.
- E. The Offeror should explain if your company or an affiliate ever filed for bankruptcy.
- F. If the staff is not yet hired, the Offeror should provide:
 - i. Detailed descriptions of the required employment qualifications, and
 - ii. Detailed job descriptions of the positions to be filled, including the type of individuals proposed to be hired.

2. Proposed Method of Performance: Proposals will be evaluated based on the Offeror’s distinctive plan for performing the requirements of the RFP.

- A. The Offeror should present a written narrative that demonstrates the method or manner in which the Offeror proposes to satisfy the requirements of the Scope of Work.
- B. The method by which the proposed method of performance is written is left to the discretion of the Offeror. However, please respond to all concerns.

The Offeror should provide an organizational chart showing the staffing and line of authority for key professional staff and administrative personnel to be used in performing the proposed work. The relationship of the project leader to management and to support personnel should be clearly illustrated.

The Offeror may also present a written narrative that demonstrates the method or manner in which the Offeror proposes to provide any Optional Services.

C. Relocation Services

The Offeror should describe how you would counsel employees about specific policies.

The Offeror should describe the selection and management of real estate brokers.

The Offeror should describe your relocation accounting services including auditing, approving and paying employee relocation expenses.

The Offeror should describe how you calculate employee tax gross-up.

The Offeror should describe the process on reporting relocation expense activity.

The Offeror should describe how you would integrate the disbursement process with billing, payroll reporting and management reporting.

The Offeror should identify how technology supports your relocation accounting services.

D. BVO/Home Sale

The Offeror should describe how you propose to deliver BVO and related departure services.

The Offeror should describe your property evaluation process.

The Offeror should describe your strategies for maximizing employees success in generating a sale of the home to a buyer.

The Offeror should describe your inventory management process and any special systems to control costs.

The Offeror should describe what additional fees, if any, are charged if a referral fee from a realtor is not received.

The Offeror should describe any programs, which will allow for direct billing of closing costs up front for the transferee/employee.

E. Household Good Moves

The Offeror should explain if they use an exclusive company for moving household goods and/or list all moving household goods companies that they use.

The Offeror should verify that all the companies they use have active common carrier authority with the Motor Carriers Division of the Missouri Department of Transportation.

The Offeror should describe if the moving household goods companies they use are bonded and insured.

The Offeror should explain the mark-up percent for moving household goods.

The Offeror should describe the storage arrangements for household goods.

F. Service Delivery

The Offeror should describe their commitment to employee callback time.

The Offeror should describe what rewards or incentives are in place to provide for top performing employees at their company.

The Offeror should provide the historical turnover rate for your customer service teams, which service accounts.

G. Technology and Reporting

The Offeror should describe their capabilities regarding reporting. Additionally, the Offeror should explain if they have an on-line system that could be used by MoDOT and, if so, describe what the systems are, their capabilities and the cost that would be involved.

The Offeror should explain what controls are in place to protect data and confidentiality of the data.

H. Transition Plan

The Offeror should describe specific steps your company will take to ensure that the assumption of this account will be handled in an efficient manner.

The Offeror should describe the transition plan/process their company uses when taking over management of a new account.

The Offeror should describe their transition plan for the employees that are currently in the process of relocating.

3. **Pricing:** The objective evaluation of cost shall be conducted based upon the pricing listed on the Pricing Page. Cost points shall be awarded using a scale of 30 possible points and the following formula. Of the 30 cost points the calculation shall be:

Buyer Value Option Services- *20 point maximum*
Management of Household Goods Transportation -*5 point maximum*
Home Marketing Services- *5-point maximum*

Lowest Responsive Price x 30 = Cost Points
Compared Price

4. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
5. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) PRICING

1. **Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal, which must be completed, signed and returned with the Offeror's proposal.

**SECTION (5):
PRICE PAGE**

(A) FEE SCHEDULE: The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated in the RFP: Also indicate the unit for which this fee will be applied. Example: Per move, per year, etc.

Buyer Value Option Services \$ _____ Fee for service

Management of Household Goods Transportation \$ _____ Fee for service

Home Marketing Services \$ _____ Fee for service

Optional Services Offered by Firm

_____	_____	Fee for service
_____	_____	Fee for service
_____	_____	Fee for service
_____	_____	Fee for service
_____	_____	Fee for service

In the event that MHTC exercises its options to renew the contract for two (2) additional one-year periods pursuant to the applicable provisions in Section 3 of this document, the Firm should provide below the maximum percentage of increase or minimum percentages of decrease for each renewal period. The Firm is cautioned that the percentages shall be computed against the ORIGINAL contract price for each renewal period. If the following blanks are not complete, prices during renewal periods shall be the same as during the original contract period. Furthermore, the Firm is advised that MHTC does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

First Renewal Period _____ % of maximum increase and/or
 _____ % of minimum decrease

Second Renewal Period _____ % of maximum increase and/or
 _____ % of minimum decrease

Signature of Offeror's Authorized Representative

Date Signed

EXHIBIT A
FIRM'S PRIOR EXPERIENCE

(Duplicate this page, or supply the information it requests, for each Firm and contract listed.)

PRIOR SERVICES PERFORMED FOR:

AGENCY NAME _____

CONTACT _____

PERSON _____ TITLE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX NUMBER _____

E-MAIL ADDRESS _____

DESCRIPTION OF PROFESSIONAL SERVICES CONTRACT: _____

CONTRACT PERIOD: FROM _____ TO _____

SUMMARY OF SERVICES PERFORMED:

EXHIBIT B
PROFESSIONAL AND ADMINISTRATIVE STAFF
BACKGROUND AND EXPERTISE

(Duplicate this page, or supply the information it requests, for each professional and administrative staff member who will be assigned to perform or supervise work under the Agreement.)

STAFF MEMBER

(Name) (Title or Position)
Specific Role in this Contract Work: _____

Experience/Previous Related Work Assignments: _____

Educational Qualifications: _____

Previous Government Experience: _____

References:

Name	Title	Address	Telephone
1.			
2.			
3.			

EXHIBIT C **RELOCATION PROGRAM DATA**

Employee Referrals


	FISCAL YEAR	
	<u>2008</u>	<u>2007</u>
Number of employees selling homes	8	11

Average sale price of homes that were sold over the two-year period: **\$184,000**

Moving Expenses

	FISCAL YEAR	
	<u>2008</u>	<u>2007</u>
Realtor Fees	\$101,594.00	\$126,408.00
Closing Cost Fees	\$20,166.00	\$28,623.97
Cost of Moving HHGs	\$87,038.00	\$76,295.75
Storage of HHGS	\$297.00	\$4,864.90
BVO Fees	\$3,000	\$18,000.00
Carrying Costs	\$13,851.00	\$8,019.90

EXHIBIT D

MISSOURI DEPARTMENT OF TRANSPORTATION  PERSONNEL POLICY MANUAL	Chapter Title Subsistence		
	Policy Title Relocation Assistance		
	Policy Number 2000	Page 1 of 13	Effective Date July 1, 2008
Approved By Micki Knudsen, Human Resources Director, Signature on File	Supersedes Policy Number 2000	Page 1 of 11	Prior Effective Date July 1, 2007

POLICY STATEMENT

The department will provide relocation services through a third-party administrator (TPA) and/or reimburse eligible expenses as authorized by this policy. The department's intent is for both the employee and the department to make the relocation at the least expense to the department, while not creating an undue hardship on the employee and his/her family.

DEFINITIONS

Closing Costs: These are costs associated with employees selling their current home and with buying a home at the new location, which are typically shown on a standard Settlement Statement under the headings of "Items Payable in Connection with Loan," "Title Charges," "Government Recording and Transfer Charges," and "Additional Settlement Charges." Some of these usual costs include deed preparation and recording fees, credit report fee, appraisal fee, survey fee, abstract fee or title insurance, application fee, processing fee, underwriting fee, inspection fees, and flood determination letter fees. Closing costs do not include loan origination and/or discount fees. The department will not reimburse closing costs employees agree to pay that should typically be the responsibility of the other party.

Completed Move: Homeowners will be considered moved when they have purchased a home at the new location, their family has relocated to the new location, and their old home has been sold. Homeowners who do not have a family to move will be considered moved when a home is purchased at the new location and their old home is sold. A completed move for renters is typically considered to be when their household goods have been moved to the new location. Employees who own mobile homes are considered moved when their mobile home has been moved or when their household goods have been moved to the new location (for situations when employees choose not to move their mobile home to the new location).

Delayed Transfer: When employees are eligible for financial reimbursement of temporary living expenses when required to relocate to a new work location.

Dual Housing: When employees are obligated to pay two mortgages simultaneously on two homes they own, one at the old location and one at the new location.

Home: Shall mean real estate: (i) which is owned and used by an employee as a principal year round one or two family residence, including condominiums but excluding cooperative housing and mobile homes; (ii) which contains acreage within the norm and zoning limits for the locale or neighborhood, not to exceed five acres; (iii) with respect to which insurance is available at standard rates for normal hazards of fire and extended coverage; (iv) in which the employee has marketable title; and (v) with respect to which mortgage financing is available at standard rates.

Internal Revenues Service (IRS) 50-Mile Rule: The distance between an employee's former residence and the new work location must be at least 50 miles farther than the distance between the employee's former residence and old work location. The distance between an employee's residence and work location is the shortest of the more commonly traveled routes between them.

Lateral Transfer: The movement of an employee between jobs in the same salary grade, regardless of the job title.

Promotion: The movement of an employee to a higher salary grade job.

Third-Party Administrator (TPA): A vendor contracted by the department who is responsible for coordinating, consulting, and providing services for relocation of eligible employees.

Withdrawal: A home seller who has elected within 30 days from the effective date of transfer to utilize the TPA process and subsequently does not complete the process because he/she: (i) does not use a TPA registered network broker for the sale of the departure home; (ii) does not use a TPA registered network broker for the purchase of destination home; or (iii) later elects, after the 30 day window, not to utilize the TPA process for reasons other than home ineligibility.

PROCEDURES

SECTION I – General

1. An employee will be eligible for relocation assistance when the employee is promoted to a position in salary grade 11 or higher and relocation is required by the department, or the employee is relocated as the result of a lateral transfer (salary grade 11 or higher) for which the employee competed for the position. Additionally, for a lateral transfer, the relocation assistance must be approved by

the district engineer or division leader/state engineer after consultation with the human resources director before services and reimbursements will be provided.

2. To be eligible for a department-approved paid relocation is that the move must meet the criteria of the IRS 50-mile rule.
3. The local human resources manager (districts and Central Office) is responsible for notifying the Human Resources Division of employees eligible for relocation benefits. The Human Resources Division will be responsible for referring eligible employees to the TPA.
4. Employees will receive a 4 percent temporary relocation pay increase when relocation benefits have been approved. (Refer to Personnel Policy 1016, "Salary Increases.") This 4 percent increase will be given in addition to whatever is received for a promotion increase and may result in an employee's salary being above the maximum rate for his/her salary range. If two steps do not provide an employee with approximately a 4 percent increase (around 3.8 percent or 3.9 percent), the employee's salary may be changed from table driven pay to being placed on pay parameters to provide a flat 4 percent increase for this six month period. The temporary relocation pay increase is for six months, beginning with the effective date of transfer.
5. When an employee's work location is changed as the result of a relocation (lateral or demotion) initiated by the employee for personal reasons, and granted by the department to accommodate the employee's request, the employee is not eligible for paid relocation benefits or temporary salary increases associated with the relocation. Relocations made necessary by disciplinary action are also not eligible for relocation benefits.
6. Expenses connected with the relocation will be charged to the location to which the employee is being transferred.
7. Homeowners who pay a loan discount fee (for new home only), which is based on a point or a fraction of a point and results in a lower loan rate, may be eligible for a reimbursement for part or all of the fee. The amount of reimbursement, if any, will be limited to the amount the reduced interest rate will benefit the department under mortgage interest rate differential payments (see Section X for the calculation process).
8. Homeowners must complete the sale of their old home and purchase of their new home within 12 months of the effective date of transfer to be eligible to receive services and reimbursements associated with the sale or purchase of homes.
9. Employees will receive a one-time lump sum payment based on their new base salary on the effective date of their transfer. This lump sum is intended to assist

with the increased tax liability the employee will have related to some of the services and reimbursements provided during the move. Base salary does not include the temporary relocation increase noted in paragraph 4, above, or cost of living or other increases the employee might receive before the move is complete. This lump sum payment will be paid to the employee during the calendar year in which the employee's move is completed, provided the employee is still working for the department. The amount of the payment will be equal to one pay period for homeowners and one-half pay period for renters and mobile home owners. Should a homeowner elect not to sell his/her home, or elect not to purchase a new home, he/she will receive a one-half pay period lump sum payment.

10. Employees should be given a copy of MoDOT Personnel Policy 2000 and a copy of the Employee Relocation Handbook at the time of the job offer, if relocation may be required. The handbook gives a description of services provided as well as the terms and conditions for the home selling/buying process, including the home eligibility criteria for the TPA process. Employees can also visit the TPA's website noted in the handbook for additional information.

SECTION II – Post Job Offer Process for Homeowners

1. Once a job has been offered and accepted by an eligible employee who is a current homeowner, the employee will have 30 days from the effective date of transfer to determine whether or not he/she will sell his/her home and whether or not he/she will utilize the TPA process for selling his/her home. If the employee elects during those 30 days not to sell his/her home, the department has no obligation to reimburse the employee for any cost associated with the sale of the home should the employee decide to sell the home in the future.
2. If an employee elects to utilize the TPA process but subsequently is determined to have a non-eligible home, the department will handle the relocation under the non-TPA process.
3. If an employee elects not to use the TPA process for the sale of his/her old home, he/she will not be allowed to use the TPA process for the purchase of his/her new home.

SECTION III – Home Selling/Buying Guidelines for TPA

1. If an employee elects to utilize the TPA, the employee will be required to comply with the terms and conditions outlined in the Employee Relocation Handbook. This includes compliance with the TPA's home appraisal process, and home marketing and pricing strategies.

2. By utilizing the TPA, all realtor fees and closing costs associated with selling the old home will be paid by the department directly to the TPA. Additionally, employees will receive up to \$2120 for reimbursement of actual closing costs and up to \$1500 for reimbursement of loan origination fees for their new home.
3. Should an employee withdraw from the TPA process after originally committing to the process, the employee will be responsible for reimbursing the department for any penalties or fees assessed by the TPA to the department for the withdrawal.

Should an employee elect to utilize the TPA process for the sale of his/her old home, he/she must use the TPA process for the purchase of his/her new home as well. Utilizing the TPA process means the employee must use brokers who are currently registered with the TPA or will agree to register with the TPA for both the sale of the old home and purchase of the new home. Should the employee not utilize a registered TPA broker for the purchase of his/her home or land if building a home, the employee may be responsible for paying a \$1400 referral recovery fee charged by the TPA.

SECTION IV – Home Selling/Buying Guidelines for Non-TPA

1. Employees who elect not to utilize the TPA process will be eligible to receive reimbursement of no more than \$10,500 for realtor fees for the sale of the old home and no more than \$2120 for combined closing costs for both the old and new home. The department will not provide any tax assistance for the reimbursement of realtor fees and/or closing costs.
2. Employees will be eligible to receive reimbursement up to \$1500 for loan origination fees associated with the purchase of their new home.
3. Homeowners who elect not to sell their old home but still purchase a home at the new location will be eligible to receive up to \$2120 of reimbursement for closing costs on new home and up to \$1500 for loan origination fees for new home. The employee will have one year from his/her effective date of transfer to utilize this reimbursement benefit.

SECTION V – Renters

1. Renters may be eligible for assistance in terminating a lease agreement; however, documentation must be presented to verify the costs associated with terminating the lease are not for damage to the apartment or for any delinquent rent. Typically, reimbursement will be for any security deposit forfeited and one month rent for terminating the lease.

2. Employees currently renting at the time of relocation, who decide to purchase a new home at the new location, will not be eligible for reimbursement associated with the purchase of the new home outlined herein.

SECTION VI – Mobile Home Owners

1. If an employee's permanent residence is a mobile home, the employee may receive, in lieu of payment for moving household goods, reimbursement for the actual cost of transporting the mobile home and its contents to the new location subject to the following:
 - a. Bids will be secured from three movers. The mover must have active common carrier authority from MoDOT Motor Carrier Services Division; however, the move is not governed by MoDOT Motor Carrier Service Division rate requirements. Bids should be obtained utilizing Form P-23, "Moving Household Goods Bid Form." Each bid should include the actual cost of permits, escorts, license, bridge tolls, ferry charges, leveling and stabilizing at destination, and the packing and unpacking of contents.
 - b. The employee will be allowed insurance covering the moving of the mobile home and its contents in the amount of the actual value of the mobile home, including the contents, not exceeding \$75,000 maximum. Additional insurance above this value, if desired, must be purchased by the employee and is not a reimbursable expense.
2. The TPA will not be involved in the process to transfer the mobile home.

SECTION VII – Delayed Transfer

1. Employees who are required to relocate to a new location are eligible for reimbursement of temporary living expenses for up to six months. Typical expenses may include meals, lodging, and customary business-related expenses; however, all expenses must conform to the Financial Policy and Procedure guidelines for expense accounts. Employees may be authorized to temporarily live in a furnished apartment in lieu of a hotel/motel, provided the cost of the apartment and utilities does not exceed those of a reasonably priced hotel/motel at the same location.
2. Employees may be temporarily authorized to use a state vehicle or be reimbursed mileage to return to the employee's old home on weekends. The employee can use either a MoDOT leased vehicle or their personal vehicle. If a state vehicle is used, the employee must contact the Controller's Division to determine the commute value of this benefit. If the employee uses his/her personal vehicle, he/she will be allowed round trip mileage at the current approved rate.

3. Although an employee can be in delayed transfer status for up to six months after the effective date of transfer, it will end sooner if conditions occur as noted below.
 - a. For a homeowner who does not have family members to relocate: it will end when he/she purchases a new home and moves household goods.
 - b. For a homeowner who has family members to relocate: it will end when one of the following occurs:
 - (1) He/she purchases a new home before selling the old home thereby switching to dual housing status, or
 - (2) The family and household goods are moved.
 - c. For a renter who does not have family members to relocate: it will end when he/she moves household goods.
 - d. For a renter who has family members to relocate: it will end when the family and household goods are moved.
 - e. For a mobile home owner: it will end when the mobile home is relocated to the new location (or when household goods are moved, in situations when employees choose not to move their mobile home to the new location).

SECTION VIII – Dual Housing

1. Reimbursement will be made for the lesser mortgage payment, excluding any Private Mortgage Insurance (PMI) or escrow payments, for either the new or old home. Dual housing reimbursement payments will be provided for up to six months from the effective date of the employee's transfer date or until the old home sells, whichever occurs first.

Construction loans are not eligible for dual housing reimbursement.

2. For an employee to be eligible to receive dual housing reimbursement, he/she must meet all three of the following requirements:
 - a. Purchase a home at the new location before selling the old home,
 - b. Declared intent to sell the old home and be actively engaged to sell the old home, and
 - c. Not be renting or leasing out the old home to another party.

3. The department can request information from employees to ensure a good faith effort is being made to sell the old home.
4. Employees cannot simultaneously receive delayed transfer expense reimbursement and dual housing reimbursement, and they cannot be on a combination of delayed transfer and dual housing for any longer than six months.
5. Homeowners who elect not to sell their old home, but want to purchase a home at the new location, will not be eligible for dual housing benefits.

SECTION IX – Bridge/Early Equity Loans

1. To assist employees in securing a loan for the purchase of their new home, employees may elect to apply for a bridge/early equity loan. The repayment of this loan is the employee's responsibility.
2. Employees can obtain their bridge/early equity loan from the financial institution of their choice. The department will reimburse employees for the interest on these loans for up to 12 months or until their old home sells, whichever occurs first.
3. Employees who elect to not sell their old home but purchase a home at the new location will not be eligible for interest rate reimbursement on any kind of loan.
4. Interest reimbursement will not be provided on bridge/early equity loans to purchase acreage that is not within the norm and zoning limits for the locale or neighborhood. However, the maximum acreage allowed for reimbursement, regardless of norm and zoning limits, is five acres. Loans based on the equity value for mobile homes or modular homes not permanently affixed to the property are not eligible for interest reimbursement under this section.

SECTION X – Reimbursement Assistance for Increased Mortgage Interest Rates

1. Employees who own a home that requires mortgage payments, and are relocated and elect to purchase a new home involving a loan at the new location, may incur a higher mortgage rate. To help offset some of this expense, the employee will be reimbursed for three years for the difference between the mortgage interest rate at the old location and the mortgage interest rate at the new location as applied to the lesser balance of either the old mortgage or the new mortgage.

2. **Example:**

Balance of loan on the old home – \$50,000
Balance of loan on the new home – \$125,000
Interest rate on the new home loan – 10.00%
Interest rate on the old home loan – 8.00%
Increase in interest rate – 2.00%

Calculation:

\$50,000 (lesser balance mortgage)
 x .02 (increase in interest rate)

Annual Mortgage Interest Rate Differential Payment:

\$1,000

3. Reimbursement will be made to the employee in three annual payments, with the first payment being made on the first anniversary of receipt of documentation that a new home has been purchased at the new location. Subsequent annual payments will be made on the anniversary date of purchase. Prior to reimbursement for the second and third annual payments, the employee must renegotiate the mortgage loan if interest rates in the area have decreased, providing the employee will not experience a pre-payment penalty or other substantial costs offsetting the lower mortgage interest rate.
4. Reimbursement assistance due to increased mortgage interest rate must be confined to the home in which the employee resided at time of transfer, excluding any rental units or other income property owned by the employee.
5. If the employee voluntarily terminates employment, or sells the home at the new location (for reasons other than subsequent department relocation) before the end of three years, no further annual payments of mortgage interest rate differential will be made. The annual payment will be prorated, if conditions warrant. If the employee is relocated again within the three-year period and is entitled to another reimbursement due to a mortgage interest rate differential, the new payment will again be initiated for three annual payments. This is in addition to any remaining payments from the previous three-year entitlement.
6. The employee must provide documentation of the old home mortgage loan interest rate and the remaining balance as well as documentation of the interest rate and balance on the new home mortgage loan before each annual payment will be made.

SECTION XI – Moving and Storage of Household Goods

1. Employees will be allowed the actual cost of one move of household goods and personal possessions to the new location. All homeowners who are selling their home through the TPA process will be required to utilize the TPA for the movement of household goods. The department has contracted with the TPA to handle the coordination of the shipment of the household goods, insurance claims processing, and an audit of household invoices. Employees who do not utilize the TPA process will be required to obtain three bids from movers or, if approved, rent a moving truck in lieu of working with a moving company. The moving company must have active common carrier authority from MoDOT Motor Carrier Services Division; however, the move is not governed by MoDOT Motor Carrier Services Division rate requirements. Bids should be obtained utilizing Form P-23, "Moving Household Goods Bid Form."
2. Full replacement value insurance for household goods and possessions is allowed through the TPA. The maximum coverage paid by the department for non-TPA moves is \$75,000. Additional insurance protection, if desired, must be purchased by the employee and is not a reimbursable expense.
3. Should it become necessary for the employee and family to vacate the old home before the new home is available or prepared for occupancy, the employee will be allowed temporary storage for a period of up to 60 days.
4. The department will not reimburse any costs associated with the dismantling or setting up of special hobby equipment such as darkrooms and workshops; or disconnecting of washers, dryers, and refrigerators; or the shipment of boats, automobiles, trailers, pets, motorcycles, firearms, or other items as declared by the TPA.

SECTION XII – Meal and Hotel Expenses

1. Advance trip to secure new residence:

Employees will be allowed meals, lodging, and transportation costs for a maximum of four nights of lodging and five days of meals for advance trips to the new location to secure a new permanent residence.

Reimbursement allowed for meals and lodging will be the actual expenditure made for these items and will be reimbursed per guidelines in Financial Policy 04-02.01, "Expense Report Policy." Transportation allowed will be either by use of an official state vehicle or reimbursement for use of a personal vehicle at the current approved rate. If an official state vehicle is to be used, the employee must contact the Controller's Division to determine the commute value of this benefit.

2. During the move:

Employees will be allowed mileage, at the current rate, from the old location to the new location for not more than two personally owned vehicles. Meals and lodging for the employee will be allowed for the day household goods are being loaded, while goods are in transit, and the day on which goods are being unloaded, not to exceed a total of three days. Meals and lodging reimbursement allowed will be the actual expenditure made for these items and will be reimbursed per guidelines in Financial Policy 04-02.01, "Expense Report Policy."

3. For closing on the sale and/or purchasing of homes:

Employees will be allowed mileage, meals, and lodging for up to one night and two days each for closing on the sale of the old home and purchase of the new home.

4. Expense coding and forms:

Employees' time away from work, as allowed in numbers 1, 2, and 3 above, will be covered as department time. Additional time off, if needed, will be charged to annual leave or compensatory time. Employees should submit Monthly Expense Report Form MO300-0966N for personal expenses, attaching the necessary receipts.

SECTION XIII – College Civil Engineer Graduates

A one-time stipend will be provided to recent college civil engineer graduates who have to relocate to begin full-time employment with the department. This stipend is offered to help offset the costs associated with moving. The employee will receive the stipend only after completing the move, which must be completed within 12 months of his/her full-time hire date and completing the "Relocation Assistance Form." Please check with the Human Resources Division for listing of college specific stipends.

SECTION XIV – Repayment Provisions

1. Employees who are approved for relocation benefits will be required to sign the P-24 Relocation Repayment Agreement Form (See "Forms" section of policy) before receiving such benefits. Failure to sign the Agreement Form will result in a denial of relocation benefits.
2. Under the Agreement Form, the employee agrees to repay the department if the employee voluntarily or involuntarily terminates employment for any reason during his/her relocation or within twelve months of the employee receiving a lump sum payment. The Agreement Form will require repayment of the following expenses paid on the employee's behalf directly by the department or indirectly

through a third party administrator: realtor fees (only non TPA/BVO); closing costs (only non TPA/BVO); loan origination fees; cost for moving of household goods; bridge loan interest; storage of household goods; increased mortgage interest rate payments; and the lump sum payment. The total repayment amount must be fully paid to the department no later than 30 days after the effective termination date of employment.

3. The immediate supervisor, upon being notified of a voluntary or involuntary termination, should immediately notify the local HR or support services representative to determine if repayment provisions will apply.
4. The employee, upon being notified that he/she owes money to the department under this policy, will be allowed a review period of no more than two business days to contest any or all of the repayment expense amounts owed. The department will provide the employee with documentation that supports the repayment expense amounts owed by the employee to the department under this policy. The employee's review period of two business days will begin when the department provides the employee with the documentation outlined herein.
5. An employee may elect to make a personal payment to the department to repay all or a portion of the repayment amount owed the department instead of having money withheld from his/her remaining paychecks and/or remaining annual or compensatory leave balances. However, if the employee requests to pay by personal payment, the payment must be received by the department by the end of the two-day review period. If the personal payment is not for the full repayment amount owed then the remaining amount owed will be withheld from the employee's remaining paychecks and/or remaining annual or compensatory leave balances.
6. If the full repayment amount owed is still not recovered by means of salary withholding and/or remaining leave balance withholding, the department may establish a payment plan with the employee for the remaining amount owed.
7. If a payment plan is not entered into, or should an employee fail to comply with the established terms and conditions of the payment plan, the department may elect to pursue any or all lawful means to collect this repayment owed to the department.
8. Any expenses inadvertently reimbursed to an employee in excess of the stated amounts allowed under this policy, unless otherwise previously authorized, may also be recovered from the employee by the department under the procedures outlined herein.

9. A copy of the completed and signed Form P-24, "Relocation Repayment Agreement Form" should be forwarded to the local HR representative, local support service representative, and Central Office HR.
10. The Controller's Division will coordinate and handle the collection of employee repayment on behalf of the department.

SECTION XV – Taxation of Reimbursement

Federal income tax laws require most of the relocation expenses paid by an employer on behalf of an employee to be reported as income on the employee's W-2 (Wage and Tax Statement) for the year in which payment is made. Employees should consult with a tax advisor regarding relocation reimbursements and the tax liability they may have on the reimbursements they receive.

CROSS REFERENCES

Personnel Policy 1016, "Salary Increases"
Section 387.120, "Revised Statutes of Missouri"
Financial Policy 04-02.01, "Expense Report Policy"

FORMS

Form MO300-0966N – Monthly Expense Report
Relocation Assistance Form
Form P-23 – Moving Household Goods Bid Form
Form P-24 – Relocation Repayment Agreement Form

EXHIBIT E

I. Suggested Definitions and Proposed Processes:

The following terms should have the meanings as set forth below throughout the Agreement:

“Acceptance” shall mean submission by the Employee of a written acceptance of Contractor’s Offer to purchase the Employee’s Home, together with all documents (properly completed, signed and notarized) required by Contractor, within five (5) days of Contractor’s Offer in the case of a Buyer Value Option Sale. The Offer shall be binding on Contractor only when all other required information and documents are received by Contractor (or its representative, as appropriate) and approved by Contractor.

“Appraised Value” shall mean the average of two independent appraisals from a list of appraisers provided by Contractor. If the two appraisals vary by more than five percent (5%) of the higher of the two appraisals then a third independent appraisal shall be ordered and the Appraised Value shall be computed by averaging the two closest appraisals. If the three appraisals are equidistant from each other, the Appraised Value shall be computed by averaging all three appraisals.

“Authorization” shall mean the Commission’s direction in writing or electronically that an Employee is eligible to receive services under this Agreement.

“Buyer Value Option Sale” shall mean the sale of a Home by an Employee to Contractor at a price equal to a bona fide third-party offer that is acceptable to the Employee and approved by Contractor.

“Cancellation” shall mean the withdrawal by the Commission of a bona fide Authorization.

“Employee” shall mean any individual designated by the Commission to receive services, also any other person to the extent that such person has an interest in the Home of the designated individual.

“Equity Payment” shall mean payment of the Employee’s equity in the Home by Contractor.

“Expiration” shall mean the rejection of an Offer by an Employee, or the failure of the Employee to submit to Contractor all required documentation necessary to purchase the Home prior to the time frame described in the Offer.

“Home” shall mean improved real estate: (i) which is owned and used by an Employee as a principal year-round one or two family residence, including condominiums but excluding

cooperative housing and mobile homes; (ii) which contains acreage within the norm and zoning limits for the locale or neighborhood; but not to exceed 5 acres; (iii) with respect to which insurance is available at standard rates for normal hazards of fire and extended coverage; (iv) with respect to which any leases can be terminated by Contractor with no more than sixty (60) days notice to the tenant; (v) whose value, as determined hereunder, does not fall below Seventy-five Thousand Dollars (\$75,000) or exceed Six Hundred Fifty Thousand Dollars (\$650,000); (vi) which is not situated on or near and does not contain any hazardous or toxic materials or gases, including but not limited to asbestos, lead paint, mold, or radon gas, in excess of governmental guidelines, if any; (vii) which is not sided by synthetic stucco products (commonly known as EIFS); (viii) in which the Employee has marketable title; and (ix) with respect to which mortgage is available at standard rates.

"Inventory Period" shall commence on the day that Contractor signs a contract of sale to purchase an Employee's Home and shall end on the day the Contractor closes the resale of such Home to a third-party purchaser. During the Inventory Period, a Home shall be an "Inventory Home."

"Offer" shall mean written offer from Contractor to the Employee to purchase the Employee's Home.

"Special Home" shall mean improved real estate that (i) does not fit one or more of the characteristics set forth in the definition of "Home" above, (ii) is a Buyer Value Option Sale that failed to close, or (iii) involves special considerations or requires material deviations from the procedures set forth in this Agreement. In the event Contractor agrees to handle a Special Home, Contractor will provide services in accordance with the terms, conditions and Special Home pricing.

"Vacate Date" shall mean the date on which the Employee vacates the Home. Which date shall be within sixty (60) days of Acceptance. Upon Acceptance the Employee will notify Contractor in writing of the Vacate Date.

II. Home Sales Services

A. Marketing Assistance. Contractor will assist the Employee in marketing the Home by providing counseling and direction on the Commission's relocation policy and, with the advice of a local real estate broker/agent, on the listing price, sales strategies, corrective maintenance, etc., and in responding to any offers received in order to maximize the net price received by the Employee. The Employee is not obligated to use any real estate broker recommended by Contractor and can request that Contractor refer the Employee to any broker of the Employee's choice meeting Contractor's qualification criteria.

B. Home Sales Services. Contractor will support the sale of the Employee's Home in accordance with the following procedures:

(1) Buyer Value Option Sale.

a. If the Employee locates a buyer for the Home, Contractor will purchase the Home from the Employee at the net price offered by the buyer and then sell the Home to the buyer at that same net price should the sale to the third party fail to close, Contractor will take the Home into its inventory at the third party offer value.

b. If a Home is marketed for 365 days and no third party purchases the Home, if approved by the Commission, Contractor will establish the Appraised Value of the Home, purchase the Home from the Employee at the Appraised Value price and take the Home into its inventory for which the Commission agrees to pay the inventory fee after 120-day period.

III. Moving Services – Only For Home Sellers Referred for BVO Services

- A. Procedures.** For each move completed within the continental United States (excluding Hawaii), Contractor will facilitate shipment of the Employee's household goods by: counseling the Employee on the procedures and benefits of the program; selecting a qualified carrier with which Contractor has a relationship; booking the move; coordinating the packing, loading, pickup, storage, and delivery, as appropriate, of the Employee's household goods; and assisting the Employee in filing, and resolving any claims resulting from damage in transit. Upon completion of the move, Contractor will manage the audit and payment of the carrier's invoice. As a registered moving broker, Contractor may receive commissions in connection with the procuring of moving services.
- B. Insurance.** Contractor will maintain as a Direct Expense insurance insuring the Employee against loss, damage, or injury to household goods, up to the value of the household goods declared by the Employee in excess of the liability insurance of the carrier. Such coverage may be subject to any policy exclusions. Other than maintaining the foregoing insurance, Contractor will not be responsible for any loss or damage to any household goods or personal effects sustained during any portion of the move.

EXHIBIT F

CCO Form: HR05
Approved: 09/97 (BDG)
Revised: 07/07 (AR)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CONSULTANT AGREEMENT**

THIS AGREEMENT is entered into by _____ (hereinafter, "Consultant"), and the Missouri Highways and Transportation Commission (hereinafter, "Commission").

WITNESSETH:

WHEREAS, the Commission has selected the Consultant to perform professional services in the preparation of

[Describe the services to be rendered]; and

WHEREAS, the Consultant represents that it is qualified in its field of expertise to competently provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary for

[Describe services to be rendered]

(B) The specific services to be provided by the Consultant are set forth in Exhibit I to this Agreement, titled "Scope of Services," which is attached hereto and made a part of this Agreement.

(2) ADDITIONAL SERVICES: The Commission reserves the right to direct additional services not described in Exhibit I as changed or unforeseen conditions may require. Such direction by the Commission shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost therefor.

(3) NONSOLICITATION: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the

EXHIBIT F

Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(4) FEES: The amount to be paid to the Consultant by the Commission as full remuneration for the performance of all services called for in this Agreement is _____ dollars (\$____), which is shown in Exhibit II, "Estimate of Costs", attached hereto and made a part of this Agreement.

(5) NONDISCRIMINATION CLAUSE: The Consultant shall comply with all state and federal statutes applicable to the Consultant relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(6) DISPUTES UNDER THIS AGREEMENT: The Commission's representative will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by the Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Commission representative's decisions shall be conclusive, binding and incontestable.

(7) SUCCESSORS AND ASSIGNS: The Commission and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(8) INDEMNIFICATION: Except to the extent of any willful misconduct or negligence on the part of the MHTC or any persons receiving services hereunder, the Contractor shall be responsible for injury or damages to the extent arising from the negligence or willful misconduct of Contractor while providing services under the terms and conditions of this Agreement. In addition to the liability imposed upon the Contractor on account of personal injury, bodily injury, including death or property damage, suffered as a result of the Contractor's negligent performance or willful misconduct under this Agreement, the Contractor assumes the obligation to save the MHTC harmless, including its agents, employees and assigns, and to indemnify the MHTC, including its agents, employees and assigns, from every expense, liability or payment to the extent the expenses liability or payment arise out of such wrongful or

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negligent act, including legal fees and except to the extent caused by the willful misconduct or negligence of the MHTC or any person receiving services hereunder. The Contractor also agrees to hold harmless the MHTC, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the MHTC, including its agents, employees and assigns, from every expense, liability or payment to the extent it arises out of such wrongful or negligent act or omission.

(9) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(10) AUDIT OF RECORDS: The Consultant must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(11) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Consultant at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(12) CONFIDENTIALITY: The Consultant shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Consultant shall notify the Commission immediately of any request for such information.

(13) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Consultant.

(14) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Consultant and the Commission.

(15) ASSIGNMENT: The Consultant shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(16) EXECUTIVE ORDER: The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

EXHIBIT F

(A) By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.

(B) In the event the Consultant fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(17) INCORPORATION OF PROVISIONS: The Consultant shall include the provisions of paragraph 16 of this Agreement in every subcontract. The Consultant shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(18) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Consultant, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Consultant responsible for damages.

(19) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Consultant with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Consultant

(20) COMMISSION REPRESENTATIVE: The Commission's _____ is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(21) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(22) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Consultant shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

[Remainder of Page Intentionally Left Blank]

EXHIBIT F

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Consultant the _____ day of _____, 20____.

Executed by the Commission the _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

[NAME OF CONSULTANT'S FIRM]

By _____

By _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

Title: _____